

NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Automotive Systems Corporation PO Box 436040 Pontiac, MI 48343-6040

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Automotive Systems Corporation from Dow Corning Corporation on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Automotive Systems Corporation deliver such goods to Dow Corning Corporation immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

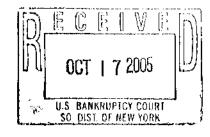
Cindy Jerrie CBF

Dow Corning Corporation

Cindy Ferrio CBF Collection Specialist 2200 West Salzburg Road

Midland, MI 48686-0994

Tele: 1-800-248-2481 Ext: 728





Copied:

United States Bankruptcy Court Southern District of New York Room 534 One Bowling Green New York, NY 10004 Tele: 212-668-2870

Skadden, Arps, Slate, Meagher & Flom LLP John Wm. Butler Jr. 333 West Wacker Drive, Suite 2100 Chicago, IL 60606 Tele: 1-800-718-5305

Kathy Smith Senior Attorney - Dow Corning Law Department Dow Corning Corporation 2200 West Salzburg Road Midland, MI 48686-0994 Tele: 989-496-6338

05-44481-rdd Doc 306 Filed 10/17/05. It remit to address at bottom of invoice Entered 10/17/05 17:38:58 Main Document Dow Corning Corporation 2200 W. Salzburg Rd. Page Invoice DOW CORNING 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 27Sep2005 1003564810 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Ship-to: 1034997 Bill-to 1036073 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI E AUTOMOTIVE DELPHI AUTOMOTIVE SYSTEMS CORP REC DOCK 605 PO Box 436040 1101 N. CENTER ROAD PONTIAC MI 48343-6040 FLINT MI 48556 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 27Sep2005 you receive 2.000 % discount Shipping Weight (net/gross) **Gross Weight** 24,5 KG 18.0 KG Net Weight Price Unit Amount Goods Description Quantity Delivery number: 8603242708 Issue date: 27Sep2005 Delivery terms: FCA SHIPPOINT COLLECT from 27Sep2005 Sales order: 3134758 Purchase order no: 550014215 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESIVE, 1.5 KG (3.3 LB) Crtrdg 2852497 Batch: 0002399575 1398.00 116.50 USD 1 Crtrdg 12 Crtrdg Customer Spec No.: DELPHI AUTOMOTIVE: MS008740 Cust. Spec Revision: E Revision Date: 240ct2000 Customer Material: 8740 1398,00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Currency Total Payable SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 1398.00 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division Issued under Section 14 thereof. Discover more about Dow Corning at: http://www.dowcorning.com

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TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR PITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

It any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT. If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery,

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. PREIGHT TERMS:

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incotern is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance non-performance or other faiture to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, mending that not infinite to that it respect of which any equation shall not apply? wit, the, 1000, strike, 1800 from the presence of equipment, accident, 101, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has account.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. OUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer of any provision of the Goods. It buyer is acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:



Shipment Tracking Details

Tracking information

Tracking Number: 701831185

Origin Waybill:

Filtered By:

Tracking Number 701831185

Shipment Information

Package Information

Service Level: Standard Overnight Volume Weight: 56.0 L **

Volume Weight: 57.0 L

Shipped Date: 27-Sep-2006 View Dimensions View Dimensions

Origin: Auburn, MI, US
Destination: Flint, MI, US

References

DescriptionNumberSHIPPER'S REFERENCE8603242708CUSTOMER REFERENCE NUMBER550014215

Shipment History					
Date	Time	Pieces	Activity	Location	Remarks
28-Sep-2005	1155	1	Delivered	Detroit, MI, US	JOHN THIVIERGE
28-Sep-2005	1031	1	Out for Delivery	Detroit, MI, US	
27-Sep-2005	2013	1	Scanned	Flint, Mt, US	
27-Sep-2005	1729	1	Shipment Labeled	Flint, MI, US	•
27-Sep-2005	1605	1	Received	Flint, MI, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003564810

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Dow Corning Corporation 2200 W. Salzburg Rd.			Sin Series	Invoice			
	PO Box 994	II 48686-0994	Invoice Numb 1003571700	oer	Dat 30S	1 of 1 e ep2005	
Officer States			Invoice contact				
Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575			Phone: 989	-496-7728 Fax: 989-496	5-6299		
US Fed. Reg. Bill-to 10360			Ship-to: 10349		<u> </u>	,	
Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP PO Box 436040 PONTIAC MI 48343-6040 United States			DELPHI ENC 1000 LEXING	DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV 1000 LEXINGTON AVENUE ROCHESTER NY 14606			
Payment Te Pay Immedia Up to 30Sep	rms ately 2% Discount 2005 you receive 2.000	% discount					
Shipping W	eight (net/gross) Net Weight	17.7 KG		Gross Weight	18.5	KG	
Goods	Description	Quantity	Price	Unit	Am	ount	
KANB	DOW CORNING(R) Batch: 0002437	839 SILICONE ADH 1579 1 Pail No.: DELPHI AUTOM vision: B 29Jun2000	ESIVE/SEALANT,		GAL) Pail	335.40	
Total Pa	yable (USD)					335.40	
TRIPPERIO TACE	P CHADCIC After the	ling Corporation, P.O. Box due date, a monthly INTERI on percent (18%), will be cha	22 I CHARGE OF ORC.	attu a tiari perceni (1.5 %)), which is an	ANNUAL	
DOW CORNI COMPLIES AGREED.	NG CERTIFIES THAT ALI WITH THE PUBLISHED S.	MATERIAL LISTED ON THIS ALES SPECIFICATION UNLESS	DOCUMENT OTHERWISE	Total Paya	ıble (Currency	
SUBJECT TO		ITIONS ON THE REVERSE SIDE		335.	40	USD	
We certify that and 12 of the	a these goods were produced Fair Labor Standards Act of	in compliance with all requirement 1938, as amended, and all regulation	ons and orders of				

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 10 of 64 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

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7 FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war; fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the denosit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mulual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pls remit to address at bottom of invoice of Printout SCHD-AM 110ct2005 15:03:59 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 1003571701 30Sep2005 United States Invoice contact Cindy Ferrio Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to: 1034999 Bill-to 1036073 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS DIV DELPHI AUTOMOTIVE SYSTEMS CORP 1000 LEXINGTON AVENUE PO Box 436040 ROCHESTER NY 14606 PONTIAC MI 48343-6040 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount Shipping Weight (nct/gross) 18.5 KG **Gross Weight** Net Weight 17.7 KG Price Unit Amount Quantity **Goods Description** Issue date: 30Sep2005 Delivery number: 8603252474 Delivery terms: FCA SHIPPOINT COLLECT from 28Sep2005 Sales order: 3134494 Purchase order no: 0550009987 KANBAN# 0000010 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail 2156989 Batch: 0002437579 335.40 1 lbs 8,60 USD 1 Pail 39 lbs =Customer Spec No.: DELPHI AUTOMOTIVE: M52701 Cust, Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193 335.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Currency Total Payable SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2 USD 335.40 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division Issued under Section 14 thereof.

Discover more about Dow Corning at: http://www.dowcorning.com

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

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Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document

Pis remit to address at bottom of Proofe Okof An Printout SCHD-AM 110ct2005 15:04:16 Page Dow Corning Corporation Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 30Sep2005 1003571702 United States Invoice contact Cindy Ferrio Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to: 1034999 Bill-to 1036073 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS DIV DELPHI AUTOMOTIVE SYSTEMS CORP 1000 LEXINGTON AVENUE PO Box 436040 ROCHESTER NY 14606 PONTIAC MI 48343-6040 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000 % discount Shipping Weight (net/gross) Gross Weight 18,5 KG Net Weight 17.7 KG Price Unit Amount **Goods Description** Quantity Delivery number: 8603252475 Issue date: 30Sep2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3130299 Purchase order no: 0550009987 from 23Sep2005 KANBAN# 0000009 2156989 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail Batch: 0002437579 8.60 USD -1 lbs 335.40 l Pail 39 lbs = Customer Spec No.: DELPHI AUTOMOTIVE:M52701 Cust. Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193 335.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2 USD 335.40 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

Discover more about Dow Corning at: http://www.dowcorning.com

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 14 of 64 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund Buyer's excusive remedy and Dow Corning's sole responsionly for any claim of cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incotern is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

9, CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Coming hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

Responsible Care:



Shipment Tracking Details

Tracking Information

Tracking Number: 610073925 Origin Waybill:

Filtered By: Tracking Number 610073925

Shipment Information

Package Information

Status: Delivered Pieces: 3

Signature: G Sterling Weight: 135.0 L **
Service Level: Standard Overnight Volume Weight: 135.0 L

Shipped Date: 30-Sep-2005 View Dimensions View Dimensions

Origin: Shepherdsville, KY, US
Destination: Rochester, NY, US

Referen	nces
Description	Number
SHIPPER'S REFERENCE	8603252342

Shipment History					
Date	Time	Pieces	Activity	Location	Remarks
03-Oct-2005	0932	3	Delivered	Rochester, NY, US	G STERLING
03-Oct-2005	0922	3	Out for Delivery	Rochester, NY, US	e et e
03-Oct-2005	0759	3	Scanned	Rochester, NY, US	
02-Oct-2005	0310	3	Arrived	Rochester, NY, US	2
01-Oct-2005	1759	3	Departed	Toledo, OH, US	•
01-Oct-2005	1042	:::j1 3	Scanned	Toledo, OH, US	
01-Oct-2005	0250	3	Arrived	Toledo, OH, US	
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30-Sep-2005	1953	3 ; ;	Shipment Labeled	Louisville, KY, US	ama di di
30-Sep-2005	1705	3	Received	Louisville, KY, US	

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoices 1003571700, 1003571701, 1003571702

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Dow Corning	address at bottom of infactor	Get Lighter Intoli	Invoice	Pag	 je
DOW COUNTRY 2200 W. Salz PO Box 994 MIDLAND M	burg Rd. AI 48686-0994	Invoice Number		Date	1
United States	•	1003571709 Invoice contact	30Sep2005		
		Cindy Ferrio			_ _
Telephone (800) 248-2481 US Fed. Reg. No. 380495575	Fax (989) 496-6974	Phone: 989-49	96-7728 Fax: 989-496	-6299	
Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEM PO Box 436040 PONTIAC MI 48343-6040 United States	Ship-to: 1044089 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI PACKARD PLANT 11 1265 NORTH RIVER ROAD WARREN OH 44486 United States				
Payment Terms Pay Immediately 2% Discount Up to 30Sep2005 you receive 2.000	% discount				
Shipping Weight (net/gross) Net Weight	140,0 KG		Gross Weight	204,4 KG	
Goods Description	Quantity	Price	Unit	Amount	
Batch: 0002355	orchase order no: F 5008 DIELECTRIC GR 5733 2 drum No.: DELPHI PACKAR : 22Apr1998	EASE,70 KG drui 25.25 USD	m 1 lbs	7777	.00
Total Payable (USD)				7777	.00
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COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division Issued under Section 14 thereof.

Discover more about Dow Corning at: http://www.dowcorning.com

Total Payable

Currency

7777.00

USD

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TERMS & CONDITIONS OF SALE

END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

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5. PRICE

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Land Control of Artist

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Remin Material Authorization procedure.

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FAIR LABOR STANDARDS ACT

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19. Responsible Care:

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Discover more about Dow Corning at: http://www.dowcorning.com

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Pls remit to address at bottom of in Volt 21 1256 APrintout SCHD-AM 110c12005 15:04:52 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDI.AND M1 48686-0994 03Oct2005 1003573576 United States Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575 Ship-to: 1034996 Bill-to 1036426 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS DIV DELPHI ENGY & ENG MGMT SYSTEMS PLANT 2095 PO Box 436040 2620 E 38TH ST PONTIAC MI 48343-6040 ANDERSON IN 46018 United States United States Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) 39.6 KG Gross Weight 36,2 KG Net Weight Amount Unit Price Quantity **Goods Description** Issue date: 030ct2005 Delivery number: 8603255536 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141680 Purchase order no: 550014970 from 030ct2005 2104091 DOW CORNING(R) Q3-6611 ADHESIVE, GRAY, 18.1 KG (40 LB) / 32X32X35 Pail Batch: 0002415677 720.00 _ 1 l.bs 9.00 USD 2 Pail 80 lbs =Customer Material: 2031001 720.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Currency Total Payable AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 720.00

and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof. Discover more about Dow Corning at: http://www.dowcorning.com

We certify that these goods were produced in compliance with all requirements of Section 6, 7,

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 22 of 64

TERMS & CONDITIONS OF SALE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (!) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

many sum is prought against duyer for intringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

6 TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection the gas with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale; use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEPINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15 RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as antended, and of regulations and orders of the United States Department of Labor issued under that Act.

Responsible Care:

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Dow Corning Corporation		Del	ivery Note	1 of 2
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I hereby declare that the contents of this consignment are fully and accurately discribed about labelled/placewied, and are in alt respects in proper condition for transpers according Subject to Section 7 of conditions of upplicable hill of lading, if this shipment is to be delive the consignor shall sign the following statement. The corrier shall had make delivery of this shipment without payment of freight and all other corrier shall had make delivery of this shipment without payment of freight and all others.	red to the consigner without n or lawful charges	ecourse of the consignor,	G CORP,(signature of consignar)	
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Shipper:

DOW CORNING CORP 270 OMEGA PKWY SHEPHÉRIDSVILLE, KY 40165

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05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document

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PO Rox 994 MIDLAND M1 48686-0994 United States			Invoice Number 1003573576		Date 03Oct2005		
			Invoice contact Cindy Ferrio	Invoice contact Cindy Ferrio			
Telephone (800) 248 US Fed. Reg. No. 38		ax (989) 496-6974	Phone: 989-4	Phone: 989-496-7728 Fax: 989-496-6299			
Bill-to 1036426				Ship-to: 1034996 DELPHI AUTOMOTIVE SYSTEMS CORP			
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05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 30 of 64 TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

2. LIMITED WARRANTY

Dow CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

4. FALENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

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14. OUANTITY VARIATIONS:

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15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17, ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer,

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pls remit to address at bottom of ippoign Report Printout SCIID-AM 110ct2005 15:05:08 **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 1003573577 03Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Ship-to: 1034996 Bill-to 1036426 Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI ENGY & ENG MGMT SYSTEMS DIV PO Box 436040 PLANT 2095 2620 E 38TH ST PONTIAC MI 48343-6040 United States ANDERSON IN 46018 United States Payment Terms Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) Net Weight 362,8 KG Gross Weight 399.2 KG Price Unit Goods Description Quantity Amount Delivery number: 8603255660 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141675 Purchase order no: 550014972 from 030ct2005 4001942 DOW CORNING(R) 3-4237 KIT Batch: 0002415699 2880.00 3.60 USD 1 lbs 800 lbs = 1 Kit Customer Material: 2071001 2880.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 2880.00 USD

We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 32 of 64

TERMS & CONDITIONS OF SALE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMBDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alteged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

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5. PRICE

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

CONTINUENCIES ···

9. CONFINCENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate this Agreement without penalty or further obligation by providing written notice to the other. 1.00

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11, COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

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19. Responsible Care:



Invoices: 1003573576 \$ 1003573577

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pg 35 of 64

Pls remit to address at bottom of invoice Repeat Printout SCHD-AM 11Oct2005 15:05:19 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Date Invoice Number MIDLAND MI 48686-0994 03Oct2005 1003573578 United States Invoice contact Cindy Ferrio Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 US Fed. Reg. No. 380495575 Ship-to: 1034997 Bill-to 1036073 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI E AUTOMOTIVE DELPHI AUTOMOTIVE SYSTEMS CORP REC DOCK 605 PO Box 436040 1101 N. CENTER ROAD PONTIAC MI 48343-6040 **FLINT MI 48556** United States United States **Payment Terms** Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) 420.9 KG **Gross Weight** 362.8 KG Net Weight Price Unit Amount **Goods Description** Quantity Delivery number: 8603255537 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141608 Purchase order no: 550014215 from 030ct2005 3127664 DOW CORNING(R) 3-6371 UV GEL, 181.4 KG (400 LB) drum -Batch: 0002415701 10.95 USD 1 lbs 8760.00 800 lbs = 2 drum Customer Material: 8590 8760.00 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE **Total Payable** Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. USD 8760.00 We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 36 of 64

TERMS & CONDITIONS OF SALE

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TOO DOC 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pls remit to address at bottom of ippoing of Printont SCHD-AM 110ct2005 15:05:39 05-44481-rdd Page Dow Corning Corporation Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 03Oct2005 1003573579 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Ship-to: 1034997 Bill-to 1036073 Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 PO Box 436040 PONTIAC MI 48343-6040 1101 N. CENTER ROAD **FLINT MI 48556** United States United States **Payment Terms** Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) 27.0 KG Gross Weight 36.7 KG Net Weight Price Unit **Goods Description** Quantity Amount Delivery number: 8603255538 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3141592 Purchase order no: 550014216 from 030ct2005 2852497 DOW CORNING(R) 1-4173 THERMALLY CONDUCTIVE ADHESTVE 1.5 KG (3.3 LB) Crtrdg Batch: 0002399575 116.50 USD 1 Crtrdq 699.00 6 Crtrdq Customer Spec No.: DELPHI AUTOMOTIVE:MS008740 Cust. Spec Revision: E Revision Date: 240ct2000 Customer Material: 8740 Batch: 0002405818 1398,00 1 Crtrdg 12 Crtrdg 116.50 USD 2097.00 Total Payable (USD)

PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.

DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.	Total Payable	Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. S1310Ev2	2097.00	USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.		

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TERMS & CONDITIONS OF SALE

END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any lax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connections with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may terminate of this Agreement without penalty or further obligation by providing written notice to the other.

10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Pair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

Shipment Tracking Details

Tracking Information

Tracking Number: 701831244 Origin Waybill:

Filtered By: Tracking Number 701831244

Shipment Information

Package Information

Status: Delivered Pieces: 1

Signature: John Thivierge Weight: 78.0 L **
Service Level: BAXSaver Volume Weight: 78.0 L

Shipped Date: 03-Oct-2005 View Dimensions: View Dimensions

Origin: Auburn, MI, US Destination: Flint, MI, US

References

Description Number

SHIPPER'S REFERENCE 8603255538

CUSTOMER REFERENCE NUMBER 550014216

Shipment History								
Date	Time	Pieces	Activity	Location	Remarks			
04-Oct-2005	1145	1	Delivered	Detroit, MI, US	JOHN THIVIERGE			
04-Oct 2005	1016	. 1	Out for Delivery	Detroit, MI, US	90 T			
03-Oct-2005	1648	1	Shipment Labeled	Flint, MI, US				
04-Oct-2005	0930	. 1	Arrived	Flint, MI, US	3.7.7.3			
03-Oct-2005	1540	1	Received	Flint, MI, US				
04-Oct-2005	0750	1	Departed	Detroit, MI, US	e de la companya de			
04-Oct-2005	0325	1	Scanned	Detroit, MI, US	•			

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 1003573579

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pg 43 of 64
Pls remit to address at bottom of invoice Repeat Printout SCHD-AM 11Oct2005 15:06:00 Page **Dow Corning Corporation** Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND MI 48686-0994 03Oct2005 1003573580 United States Invoice contact Cindy Ferrio Phone: 989-496-7728 Fax: 989-496-6299 Telephone (800) 248-2481 Fax (989) 496-6974 US Fed. Reg. No. 380495575 Ship-to: 1034999 Bill-to 1036073 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI ENGY & ENG MGMT SYSTEMS DIV DELPHI AUTOMOTIVE SYSTEMS CORP 1000 LEXINGTON AVENUE PO Box 436040 ROCHESTER NY 14606 PONTIAC MI 48343-6040 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 03Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) **Gross Weight** 18.5 KG 17.7 KG Net Weight Amount Unit Quantity Price **Goods Description** Delivery number: 8603255149 Issue date: 030ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3140170 Purchase order no: 0550009987 from 30Sep2005 , KANBAN# 0000011 21.56989 DOW CORNING(R) 839 SILICONE ADHESIVE/SEALANT, 17 L (4.5 U.S. GAL) Pail Batch: 0002437579 335.40 8,60 USD 1 lbs 1 Pail 39 lbs = Customer Spec No.: DELPHI AUTOMOTIVE:M52701 Cust. Spec Revision: B Revision Date: 29Jun2000 Customer Material: 17350193 335.40 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance.

INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL

DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.	Total Payable	Currency
SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. \$1310Ev2	335.40	USD
We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hom Division issued under Section 14 thereof.		

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TERMS & CONDITIONS OF SALE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund
of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any
refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give
notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged
by Buyer to be other than as warranted shall be returned to Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INTERINGEMENT. INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

5. PRICE

Price charged will be price in effect at planued date of delivery.

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Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

CONTINGENCIES

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Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may testminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

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11. COMMENCEMENT OF SUIT

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Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

14. QOANTH F VARIATIONS:
On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15 RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

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18. FAIR LABOR STANDARDS ACT

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Responsible Care:

Shipment Tracking Details

Tracking Information

Tracking Number: 610073936

Status: Delivered

Filtered By: Tracking Number 610073936

Shipment Information

Package Information

Origin Waybill:

Pieces: 1

Signature: Steve Sattora Weight: 45.0 L **
Service Level: BAXSaver Volume Weight: 45.0 L

Shipped Date: 03-Oct-2005 View Dimensions; View Dimensions

Origin: Shepherdsville, KY, US Destination: Rochester, NY, US

Shipment History							
Date	Time	Pieces	Activity	Location	Remarks		
05-Oct-2005	0935	1	Delivered	Rochester, NY, US	STEVE SATTORA		
05-Oct-2005	0912	1	Out for Delivery	Rochester, NY, US	9441		
05-Oct-2005	0805	1	Scanned	Rochester, NY, US			
04-Oct-2005	2127	st., 3. 1 .11; 31	Exception Scan*	Rochester, NY, US			
04-Oct-2005	0717	1	Arrived	Rochester, NY, US			
04-Oct-2005	0603	1	Departed	Toledo, OH, US	and the first that the		
04-Oct-2005	0248	1	Scanned	Toledo, OH, US			
04-Oct-2005	0146	1	Arrived	Toledo, OH, US			
03-Oct-2005	2017	1	Departed	Louisville, KY, US			
03-Oct-2005	1844	1 '	Scanned	Louisville, KY, US			
03-Oct-2005	1613	1	Shipment Labeled	Louisville, KY, US	1		
03-Oct-2005	1345	1	Received	Louisville, KY, US	4.07.004		

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

1003573580

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document **Dow Corning Corporation** Page Invoice DOW CORNING 2200 W. Salzburg Rd. 1 of 1 PO Box 994 Invoice Number Date MIDLAND M1 48686-0994 1003577760 05Oct2005 United States Invoice contact Cindy Ferrio Telephone (800) 248-2481 Fax (989) 496-6974 Phone: 989-496-7728 Fax: 989-496-6299 US Fed. Reg. No. 380495575 Bill-to 1036073 Ship-to: 1072118 DELPHI AUTOMOTIVE SYSTEMS CORP Accounts Payable Department DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI SAGINAW STEERING SYSTEMS US HIGHWAY 31 S PO Box 436040 PONTIAC MI 48343-6040 ATHENS AL 35611 United States United States **Payment Terms** Pay Immediately 2% Discount Up to 05Oct2005 you receive 2,000 % discount Shipping Weight (net/gross) Net Weight 2160.0 KG Gross Weight 2545.8 KG Goods Description Quantity Price Unit Amount Delivery number: 8603261245 Issue date: 050ct2005 Delivery terms: FCA SHIPPOINT COLLECT Sales order: 3143697 Purchase order no: SAG9010682 from 040ct2005 4018227 MOLYKOTE(R) LONGTERM 2/78 G,180 KG (396.8 LB) drum Batch: 513-060 12 drum 1008.35 USD 1 drum 12100.20 Customer Material: 5390 12100.20 Total Payable (USD) PLEASE REMIT TO: Dow Corning Corporation, P.O. Box 70678, Chicago, IL 60673-0678. INTEREST CHARGE: After the due date, a monthly INTEREST CHARGE of one and a half percent (1.5%), which is an ANNUAL PERCENTAGE RATE of eighteen percent (18%), will be charged on any unpaid balance. DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE Total Payable Currency AGREED. SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. 12100.20 USD We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division issued under Section 14 thereof.

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19. Responsible Care:



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> USF Restway

DUSF Helland

WUSF Reddoway

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Log in to USF Net ?			Quick Tools & Forms
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LTL Services

Register here.

New Customers

Technology Services

Not registered for USF Net?

> USF Bestway

> USF Holland

→ USF Reddaway

Current Status Delivered Clear 10/06/05

Pro number 137-0173596 BOL number 4008603261245

PO number 400SAG90I0682

Shipper

number

Pickup Date Wed. Oct. 05, 2005

Standard Thu. Oct. 06, 2005 Delivery

Appointment n/a

Service Type Premier

Origin SHEPHERDSVILLE, KY 40165

Terminal LOUISVILLE, USF Holland

Destination ATHENS, AL 35611

Terminal DECATUR USF Holland

3rd Party Billed

DR Signature

Pieces 3

Weight 5,728 lbs

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Invoice 1003577760

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document

Pls re	mit to address at bottom of	iRGi51 Ofe64 Printou	Gi51 Ofe 64 Printout SCHD-AM 110ct2005 15:06:31 Page				
DOW CORNING Dow C	Corning Corporation W. Salzburg Rd.		Invoice				
	ox 994 AND MI 48686-0994 I States	Invoice Numb 1003579771	er	Date 06Oct2005			
		Invoice contac Cindy Ferrio	t				
Telephone (800) 248-2481 US Fed. Reg. No. 380495575	Fax (989) 496-6974	Phone: 989-4	496-7728 Fax: 989-496-	6299			
Bill-to 1036073		Ship-to: 10349	97				
Accounts Payable Departmen DELPHI AUTOMOTIVE S' PO Box 436040 PONTIAC MI 48343-6040 United States	or YSTEMS CORP	DELPHI AUTO DELPHI E AU REC DOCK 66 1101 N. CENT PLINT MI 48 United States	05 FER ROAD	ORP			
Payment Terms Pay Immediately 2% Discou Up to 06Oct2005 you receive	e 2.000 % discount						
Shipping Weight (net/gross Net W	eight 544.2 KG		Gross Weight	631.4 KG			
Goods Description	Quantity	Price	Unit	Amount			
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INTEREST CHARGE: AT PERCENTAGE RATE of	w Corning Corporation, P.O. R fter the due date, a monthly INTE	EREST CHARGE OF ONe a	na a nair percent (1.5%),	ushink is on ANNULAY			
COMPLIES WITH THE PUBLI AGREED.	EIGHT ALL MATERIAL LISTED ON THE ISHED SALES SPECIFICATION UNLED CONDITIONS ON THE REVERSE SE	charged on any unpaid data us document ess otherwise	Total Payab	le Currency			

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pg 52 of 64

TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and hability for toss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMELT Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequential damages.

4. PATENTS
If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit against these allegations. The above fully expresses Buyer's exclusive remedy and Dow Corning's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and Dow Corning Expressly Disclaims any Written or Unwritten, Express or Implied Warranty Against INFRINGEMENT

with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

TERMS OF PAYMENT

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incotern DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any, obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods, either party may remainate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such comainers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning. Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

Responsible Care:

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elivery Receipt	Org DC 493 493 Freight Terms Freight Charges Aro Collect	Goods Description Quantity Net Weight Gross Weight Bales Order Municir: 3147359 Standard Order from 060ct2005 Putchasu Order Municir: 550014215 from 060ct2065 Delivery Number: 8601265255
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	PO Box 994 MIDLAND United Stat	MI 48686-0994		Invoice Number 1003579772	···	Dat	te	
	Office State	cs.		Invoice contact Cindy Ferrio	··· ·	000	Oct2005	
•	(800) 248-2481 3. No. 380495575	Fax (989) 496-6974			6-7728 Fax: 989-	496-6299		
Bill-to 103- Accounts P DELPHI A PO Box 434	6073 ayable Department UTOMOTIVE SYSTE 5040 MI 48343-6040	MS CORP		Ship-to: 1034997 DELPHI AUTOMOTIVE SYSTEMS CORP DELPHI E AUTOMOTIVE REC DOCK 605 1101 N. CENTER ROAD FLINT MI 48556 United States				
Payment T Pay Immed Up to 06Oc	erms iately 2% Discount t2005 you receive 2,00	0 % discount						
Shipping V	Veight (net/gross) Net Weight	27.0 KG			Gross Weight	36,7	KG	
Goods	Description	Quantity]	Price	Unit	Ame	ount	
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Total Pa	yable (USD)						2097.00	
PLEASE R	EMIT TO: Dow Corr	ning Corporation, P.O. due date, a monthly INT	Box 70678,	Chicago, H. 6067	3-0678.			

DOW CORNING CERTIFIES THAT ALL MATERIAL LISTED ON THIS DOCUMENT COMPLIES WITH THE PUBLISHED SALES SPECIFICATION UNLESS OTHERWISE AGREED.

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

We certify that these goods were produced in compliance with all requirements of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and all regulations and orders of the Administration of the Wage and Hour Division Issued under Section 14 thereof.

Discover more about Dow Corning at: http://www.dowcorning.com

Total Payable 2097.00

Currency USD

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pa 56 of 64

TERMS & CONDITIONS OF SALE

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Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY
Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequently damages. consequential damages.

4. PATENTS

If any suit is brought against Buyer for infringement of any United States Letters Patent alleging that the Goods furnished under this Agreement or Dow Corning's methods of manufacturing them infringe any United States Letter Patent, Dow Corning shall, at its own expense, defend and control the suit against these allegations only, and shall pay any award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives award of damages assessed against Buyer only to the extent, only that the damages are awarded in connection specifically with the alleged infringement, provided that Buyer gives Dow Corning prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Dow Corning to defend and control the suit and to the full extent of Buyer's sole responsibility with respect to infringement of any patent by the Goods supplied under this Agreement, and DOW CORNING EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

With respect to these Goods. In no case will Dow Corning by liable to defend or nay any award of damages agreesed against Buyer in any suit or cause of action ablasias that the wing patent is the second against these Goods.

INFRINCHMENT with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the with respect to these Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

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9. CONTINGENCIES

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

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13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

14. QUANTITY VARIATIONS:

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, On any individual order or release for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer. shall accept delivery and pay for the revised quantity.

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Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning's acceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach or a subsequent breach of the same provision for the same or only other cause. by Buyer of of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Fair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

H. 1-

Shipment Tracking Details

Tracking Information

Tracking Number: 701831141

Origin Waybill:

Filtered By:

Tracking Number 701831141

Shipment Information

Status: Delivered

Signature: Thievierge

Service Level: BAXSaver

Shipped Date: 06-Oct-2005

Origin: Auburn, MI, US

Destination: Flint, MI, US

Package Information

Pieces: 1

Weight: 80.0 L **

Volume Weight: 80,0 L

View Dimensions: View Dimensions

References

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Description

SHIPPER'S REFERENCE

CUSTOMER REFERENCE NUMBER

Number

8603065254

550014216

Shipment History								
Date	Time	Places	Activity	Location	Remarks			
07-Oct-2005	1200	1	Delivered	Detroit, MI, US	THIEVIERGE			
07-Oct-2005	1048	1	Out for Delivery	Detroit, MI, US	The state of the s			
06-Oct-2005	1851	1	Scanned	Flint, MI, US				
06-Oct-2005	1847	1 1	Shipment Labeled	Flint, MI, US				
06-Oct-2005	1535	1	Received	Flint, MI, US				

Due to FAA security regulations, some shipment details may not be provided. We are sorry for any inconvenience, but must strictly adhere to all government security regulations.

Invoice 10035 79772



NOTICE OF DEMAND FOR RECLAMATION OF GOODS

October 14, 2005

Delphi Mechatronic Systems Inc 615 Elca Lane Suite A Brownsville, TX 78521

Dear Delphi:

You are hereby notified that, pursuant to Section 546(c)(1) of the U.S. Bankruptcy Code and applicable state law (including Section 2-702(b) of the Uniform Commercial Code), Dow Corning Corporation hereby reclaims and demands the immediate return of all goods received by Delphi Mechatronic Systems Inc from Dow Corning Corporation on or after September 28, 2005. Such goods include, but are not limited to, those set forth in the invoices attached hereto.

Demand is further made that the goods reclaimed pursuant to this notice be and remain segregated immediately, that they not be sold or modified in any way, and that Delphi Mechatronic Systems Inc deliver such goods to Dow Corning Corporation immediately.

Please contact me promptly for delivery instructions or questions.

Sincerely,

Cincly Javid CBF

Dow Corning Corporation

Cindustrian

Cindy Ferrio CBF Collection Specialist

2200 West Salzburg Road Midland, MI 48686-0994

Tele: 1-800-248-2481 Ext: 728

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document

	Pls remit to	o address at bottom of invito	Figer Orle Country String Strip-AM 11Oct2005 14:03:51				
DOW CORNE	2200 W. Sal	g Corporation zburg Rd.		Invoice	Page 1 of 1		
	PO Box 994 MIDLAND United State	MI 48686-0994	Invoice Numbr 1003573734	Date 03Oct2005			
			Invoice contact Cindy Ferrio	t			
Telephone (800)		Fax (989) 496-6974		96-7728 Fax: 989-496-	6299		
US Fed. Reg. No Bill-to 1097559		1	Ship-to: 10975:				
Accounts Payab	le Department IATRONIC SYSTI IE SUITE A	EMS INC	Ship-to: 1097559 DELPHI MECHATRONIC SYSTEMS INC 615 ELCA LANE SUITE A BROWNSVILLE TX 78521 United States				
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Shipping Weigl	nt (net/gross) Net Weight	3.6 KG		Gross Weight	4.3 KG		
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Total Payak	ole (USD)			· · · · <u>· · · · · · · · · · · · · · · </u>	191.52		
PLEASE REM	IIT TO: Dow Corn	ning Corporation, P.O. Box 7067	8, Chicago, IL 600	573-0678.			
INTEREST CI PERCENTAGE	HARGE: After the E RATE of eighted	due date, a monthly INTEREST Con percent (18%), will be charged. MATERIAL LISTED ON THIS DOCUMENS SPECIFICATION UNLESS OTHER	CHARGE of one an on any unpaid batar	d a half percent (1.5%), v nce.			
AGREED.			1310Ev2	Total Payable 191.52			
We certify that thes	e goods were produced	in compliance with all requirements of Sc 1938, as amended, and all regulations and Division legical under Section 14 thereof	ection 6, 7, l orders of	191.01	. 000		

05-44481-rdd Doc 306 Filed 10/17/05 Entered 10/17/05 17:38:58 Main Document Pg 62 of 64 TERMS & CONDITIONS OF SALE

1. END USE

Dow Corning shall have no responsibility in connection with determining the suitability of the Goods purchased for the use contemplated by Buyer. Such determination is the sole responsibility of the Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

Dow Corning warrants that the Goods meet its sales specifications at the time of shipment. DOW CORNING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. REMEDY

Buyer's exclusive remedy and Dow Corning's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dow Corning notice within 90 days from the date of shipment that the Goods are other than as warranted. Failure to give notice within 90 days shall constitute a waiver by Buyer of all claims under this Agreement with respect to the Goods. If requested by Dow Corning, all unconsumed Goods alleged by Buyer to be other than as warranted shall be returned to Dow Corning and Dow Corning will pay the freight charges. Dow Corning shall not be liable for any incidental or consequently damages. consequential damages.

4. PATENTS

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with respect to these Goods. In no case will Dow Corning be liable to defend or pay any award of damages assessed against Buyer in any suit or cause of action alleging that the USE of the Goods supplied under this Agreement infringes any patent. Buyer shall hold Dow Corning harmless against any claim, loss or expense arising out of Dow Corning's compliance with any specifications furnished by Buyer with respect to the Goods.

Price charged will be price in effect at planned date of delivery.

The payment terms and due date shall be those stated on the front of this form. If the payment is not received within the due date, Dow Corning may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dow Corning expects to RECEIVE payment.

7. FREIGHT TERMS:

Dow Corning's standard freight terms policy is Incoterm DDU (Delivered Duty Unpaid). This Incoterm is equivalent to PREPAID AND ALLOWED, FOB DESTINATION, which is the more recognizable term within North America.

8. TAXES:

Any tax or other government charge now or in the future levied upon the production, sale, use or shipment of Goods ordered or sold may, at Dow Corning's option, be added to the purchase price.

9. CONTINGENCIES

Dow Corning will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to (and in respect of which any ejusdem generis interpretation shall not apply): war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dow Corning, raw materials (including energy source) used in connection with the Goods. In the event information becomes available to Dow Corning or Buyer which indicates a significant increased risk of potentially adverse human or environmental effects associated with the manufacture, sale, use, or disposal of the Goods, or raw materials or intermediates which are used to manufacture the Goods; either party may terminate this Agreement without penalty or further obligation by providing written notice to the other.

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10. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

11. COMMENCEMENT OF SUIT

Any action for breach of this Agreement must be commenced within two years after the cause of action has accrued.

12. ORDERS FOR INDEFINITE DELIVERY:

Orders with indefinite dates are accepted on the understanding that Dow Corning shall have the right to fill orders as it sees fit in the course of its manufacturing schedules and to hold the Goods for Buyer's account at Buyers expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.

13. PAYMENT DEDUCTIONS ARE NOT ALLOWED

Payment Deductions are not allowed for any reason. If you think a credit is due, please contact your Customer Service contact for immediate resolution. Unauthorized deductions will be directly brought to the attention of the Buyer and may interrupt product delivery.

On any individual order or release for Goods not stocked as a standard item or not packed in standard cartons or packages on which special fabrication or construction is involved, Dow Corning reserves the right to ship and invoice for a quantity of Goods which may vary up to 10% over or under the quantity specified on the individual release and the Buyer shall accept delivery and pay for the revised quantity.

15. RETURNABLE CONTAINERS:

Containers are not returnable unless otherwise stated. Each container for which a deposit is charged is the property of Dow Corning and must not be used to ship or store any other material. Such containers must be emptied and returned in good shape to the point of shipment, transportation charges collect, within 60 days from the date of invoice before the deposit will be refunded.

16. RETURN OF GOODS:

Goods sold by Dow Corning may be returned for credit within 6 months from the date of shipment of the Goods if permission for the return is granted in writing by Dow Corning per the Return Material Authorization procedure.

17. ENTIRE AGREEMENT

This document and the sales specifications, represent the entire agreement between Dow Corning and Buyer with respect to the sale of the Goods. If Buyer's acceptance contains additions or modifications, then this offer shall be void unless the additions or modifications are accepted in writing by Dow Corning's neceptance is at all times subject to the availability of stock and to Dow Corning's prices. Due consideration will be given to any request of Buyer for modification, cancellation or release against an order, but orders cannot subsequently be canceled except by mutual agreement. Dow Corning's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

18. FAIR LABOR STANDARDS ACT

Dow Corning hereby certifies that the Goods supplied to Buyer under this agreement were produced in compliance with the Pair Labor Standard Act as amended, and of regulations and orders of the United States Department of Labor issued under that Act.

19. Responsible Care:

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Tracking number Slaned for by Ship date Delivery date

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Oct 4, 2005 11 21 AM

Reference Destination Delivored to Service type Weight

8603255521 BROWNSVILLE, TX Shipping/Receiving Priority Overnight 10.0 lbs.

BROWNSVILLE, TX

HARLINGEN, TX

MEMPHIS, TN

MEMPHIS, TN

FREELAND, MI

FREELAND, MI

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Shipping Freight? FedEx has LTL, air fi surface and air exper multi piece package and ocean freight.

ict 4, 2005 7:23 AM At local FedEx facility Departed FedEx location 5:07 AM Arrived at FedEx location Dct 3, 2005 11:46 PM Left origin 7:51 PM Picked up 5:26 PM

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Package data transmitted to FedEx

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